BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Improvements to roads, drains and other developmental works in Maruthinagara ward no- 01 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -05)

Estimate Cost: 1000.00 Lakhs

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

Executive Engineer
B.B.M.P Division
Yelahanka

Bruhat Bangalore Mahanagara Palike

Office of the Executive Engineer (Yelahanka- Division) CMC road, Yelahanka old town Bangalore – 560064.

TENDERS FOR THE WORK OF

Improvements to roads, drains and other developmental works in Maruthinagara ward no- 01 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -05)

Sl.No	Name of the Work
1	Improvements to roads at Maruthinagara 1st main and cross roads in kempegowda ward no -01 of yelahanka sub division
2	Improvements to roads at Maruthinagara 2nd main and cross roads in kempegowda ward no -01 of yelahanka sub division
3	Improvements to roads at Maruthinagara 3rd main and cross roads in kempegowda ward no -01 of yelahanka sub division
4	Improvements to roads and drains at Vinivink shashtry layout in kempegowda ward no -01 of yelahanka sub division
5	Drilling of borewell and providing pipe line in kempegowda ward no - 01 of yelahanak sub division
6	Improvements to balance road and drain at KHB colony and surrounding areas in kempegowda ward no -01 of yelahanka Sub division

Tender Reference	:	EE/YNK.D/TEND/12 /2019-20 Dt. 8-11-2019.
Downloading of Tender Document	:	14-11-2019 Onwards
Last Date and Time for Receipt of Tenders	:	28-11-2019 up to 16.00
Time and Date of Opening of Technical Bid	:	30-11-2019 at 16.00
Place of Opening of Tenders	:	Office of the Executive Engineer, Yelahanka Division, CMC road yelahanka old town Bangalore -64.
Time And Date of Opening Of Financial bid	:	Will be intimated to the Qualified Tenderers
Address for Communication	:	Office of the Executive Engineer, Yelahanka Division, CMC road yelahanka old town Bangalore -64.
EMAIL	:	eeynk2009@gmail.com

BENAKA DEVELOPERS AND PROJECTS PVT. LTD. BANGALORE

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Executive Engineer
B.B.M.P Division
Yelahanka

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Yelahanka

EXECUTIVE ENGINEER
YELAHANKA

BRUHAT BENGALURU MAHANAGARA PALIKE

No: EE/YNK.D /E-PMT/ 12 /2019-20

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : 08-11-2019.

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through GOK e–Procurement Portal only)

1. The Government of Karnataka, vide **G.O.No.UDD 375 MNY 2018 (ANNEXURE-2,5 & 6) dated 20-09-2019.** has accorded in Principle approval and sanctioned budget under Hon'ble **Chief Minister's "NAVA NAGAROTHAN GRANTS"** for taking up of the works listed below.

2. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per **standard tender document KW-4.**

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)

4. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **28-11-2019** and the opening of tenders will be as per the e-procurement portal guidelines.

5. GST Shall be Paid to the tendered amount separately
6. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Amount put to tender (Rs. in lakhs)	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Improvements to roads, drains and other developmental works in ward no-02 & 03 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -01)	832.01	12.50	As per e-Procurement Portal	06 Months (including monsoon)
2	Improvments to roads, drains and other developmental works in Attur ward no-03 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -02)	1176.42	15.00	As per e-Procurement Portal	06 Months (including monsoon)
3	Improvements to roads, drains and other developmental works in ward no-03 under road development head in Chief Minister Nava Nagarothan grants	840.25	12.62	As per e-Procurement Portal	06 Months (including monsoon)

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	of yelahanka division. (Package -03)				
4	Improvements to roads, drains and other developmental works in ward no-03 & 04 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -04)	1188.18	15.00	As per e-Procurement Portal	06 Months (including monsoon)
5	Improvements to roads, drains and other developmental works in Maruthinagara ward no- 01 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -05)	832.00	12.50	As per e-Procurement Portal	06 Months (including monsoon)
6	Improvements to roads, drains and other developmental works in kempegowda ward no- 01 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -06)	840.25	12.60	As per e-Procurement Portal	06 Months (including monsoon)
7	Improvements to roads, drains and other developmental works in Ward No- 01 & 02 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -07)	882.20	13.25	As per e-Procurement Portal	06 Months (including monsoon)
8	Improvements to roads, drains and other developmental works in Ananthapura Attur Ward No- 03 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -08)	840.25	12.60	As per e-Procurement Portal	06 Months (including monsoon)
9	Improvements to roads, drains and other developmental works in Vaderahalli grama panchayathi limits under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -09)	852.80	12.79	As per e-Procurement Portal	06 Months (including monsoon)
10	Improvements to roads, drains and other developmental works in Singanayakanahalli grama panchayathi limits under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -10)	840.25	12.60	As per e-Procurement Portal	06 Months (including monsoon)
11	Construction of Buildings and other civil works and playgrounds in ward no -01, 03 & 04 under Buildings / Playgrounds / Hospitals head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -11)	609.10	9.15	As per e-Procurement Portal	12 Months (including monsoon)

NOTE:

1. Pre bid meeting will be held on **18-11-2019** at 15.00 hours in the office of the Chief Engineer (Yelahanka zone) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer -Yelahanka Division on **30-11-2019** at **16.00** hours.
3. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, elahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderer's:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2015-16 to 2019-20)

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3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2019-2020** *price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2019-2020** price level, of existing commitments and on-going works to be completed during the next **09 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc ; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2.

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

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11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **one hundred eighty (180) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.
e) Fixed Deposit Receipt (FDR) subject to the following condition
- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2099 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2099 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  (i) Sign the Agreement; or
  (ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

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18. **Modification and Withdrawal of Tenders**

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked **"MODIFICATION FOR FIRST/SECOND COVER"** or **"WITHDRAWAL"**, as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. **Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:**

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **30-11-2019at 16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be retendered.

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(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[6]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the

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[6] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the prices noted in words and figures, the lower of the two shall be considered".

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1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2015 - 16 .....
2016 - 17 .....
2017 - 18 .....
2018 - 19 .....
2019 - 20 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[7]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2015-16						
2016-17						
2017-18						
2018-19						
2019-20						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

[7] Items of work for which data is requested should tally with that specified in ITT Clause 3

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

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GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer _____

Address: ----------

Letter of Acceptance

(letterhead paper of the Employer) .....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....

..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....

..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

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iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings,
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

.....

Signed, Sealed and Delivered by the said

.....

.....

in the presence of:
Binding Signature of Employer

.....

Binding Signature of Contractor

.....

SECTION 5: CONDITIONS OF CONTRACT

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The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A Variation is an instruction given by the Employer which varies the Works.
The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

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16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of Temporary Works
18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

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33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

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make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. **Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations:**

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows.

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at.....
Karnataka state (to be filled in by the Employer before issue of the Tender Documents),

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

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Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi;

C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement[21] has been chosen to represent Cement Group

Adjustment for steel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$V_S = 0.85 \times P_S/100 \times R \times (S_i - S_o)/S_o$ where,

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (M.S.Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi

P_S = Percentage of steel component of the work

Note: For the application of this clause, index of M.S. Bars and Rods[22] has been chosen to represent steel group.

Adjustment of Bitumen Component:

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B/100 \times R \times (B_i - B_o)/B_o \text{, Where}$$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at .....[23] on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at ..... for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

Adjustment of Fuel and Lubricant component:

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/F_o \text{, Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bangalore on the day 30 days prior to the date of opening of Bids.

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[21] This may be changed to any other type of cement depending on the nature of work.

[22] This may be changed depending on the major type of steel used depending on the nature of work.

[23] Insert the nearest location of POL Depot

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Note: It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS
(Enclosed)

SECTION 9: BILL OF QUANTITIES

Sl. No	Description	Unit	Total Qty.	Rates in Rs	
				Rate in figures	Rate in words
1	**KSRRB M300-14. Excavation for roadwork in all types of soil by mechanical means** including cutting and loading to tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transportation with a lead of 1.00 km and complete as per specifications. MORTH Specification No.301 Page No.143. Item No.19.14	cum	2852.71		
2	KSRB 2-2.1 : **Earthwork excavation by manual means for foundation of buildings, culverts, water supply and sanitary lines and electrical** conduits etc, either in pits or in trenches 1.5m and above in width, in ordinary soil not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50 m. including breaking of clods complete as per specifications. No. KBS 2.1 (a) I 2.3.5 page no 6	cum	5877.75		
3	KSRRB M300-19. Removal of unserviceable soil including excavation, loading and disposal but excluding replacement by suitable soil which shall be paid separately as per clause 300.5 complete as per sepecification .MORTH Specification NO.301KBS Page No.144 Item No.19.2	cum	496.25		
	SRB 4-1.7 : Providing and laying in position plain nent concrete of Mix 1:3:6 with OPC @ 220kgs, h 20mm and down size graded granite metal coarse gregates @0.69 cum and fine aggregtes @ 0.56cum, achine mixed, concrete laid in layers not exceeding 5 cms. thick, well compacted, in foundation, plinth nd cills, including cost of all materials, labour, HOM curing complete as per specifications. Specification No. KBS 4.1, 4.2 Page No 13 Item No.4.7	cum	926.35		

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5	Providing and laying plain/reinforced cement concrete **for side drains using M20 nominal mix concrete with OPC at 300 kgs.** with 20mm and down size granite metal coarse aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compacted for walls and bottom including centering, shuttering, cost of materials, HOM of machinery, curing etc., complete excluding cost of steel as per MORTH specification No. 1500, 1700, 2200. including cost of materials, labour, HOM complete as per specifications. Page No.270. Item No.37.59.1	cum	2082.94		
6	KSRRB M 2200-6 **Providing T.M.T steel reinforcement for R.C.C work including straightening, cutting, bending,** hooking, placing in position, lapping and or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications. Specification No. MORTH Specification No 1600 & 2200 TMT Bars Fe 500 Page No 229 Item No 28.8.2 SR 2018-19	Tn	128.45		
7	**Removing & Refixing of stone slabs of drains and pointing in C.M (1:3) page no-27. I. no-5.33**	Sqm	2002.50		
8	**Providing and Fixing pre cast covering Slab made out of CC 1:2:4 with 10cm thick and** Finishing cutting , including form work, cost of alll materials, labour,hire charges of chinery,loading ,unloading ,lead and lift, transportation etc ,copmplete. (Data Rate)	Sqm	5374.80		
9	**Providing and Fixing pre cast covering Slab 250mm thick made out of CC 1:2:4** and jelly 20mm Down size with steel reinforcement including form work,curing,including cost of alll materials, labour,hire charges of machinery, loading, unloading, lead and lift,transportation etc ,complete.As per Engineer incharge. (Data Rate)	Sqm	240.00		
10	**Removing and resetting of kerb stones Page** No.270. Item No.37.57	Nos	4420.88		
11	**Providing and fixing pre cast solid cement concrete kerb stones made out of C.C. 1:2:4 with top and bottom width 114 and** 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting, including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete. Page No.27. Item No.5.30	Nos	14581.32		
12	KSRRB 800-1 Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications. MORTH Chapter 8 Page No.180. Item No.24.1	sqm	3847.95		

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13	**KSRRB M600-1. Construction of dry lean cement concrete mix CC 1:5:10 with OPC cement @160Kgs, with 25mm and down size graded granite metal coarse** aggregate at 0.86cum and fine aggregates @ 0.58cum Sub- base over a prepared sub-grade with (coarse and fine aggregate conforming to IS: 383) aggregate cement ratio not to exceed 15:1. Aggregate gradation after blending to be as per Table 600-1, cement content not to be less than 160 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing complete as per specifications. MORTH Specification No. 601 of MORTH V Revision and IS 456 Table-5 22.1.1 -do- with OPC at 150 kg/cum and coarse aggregate 0.86cum, fine aggregate 0.58cum using Concrete Batch mix Plant at 75 cum/hr capacity with Slip form paver with electronic sensor Page No.174. Item No.22.1.1	Cum	1054.43			
14	**Constructing un-reinforced, plain cement concrete for pavements using Grade concrete M30 over a prepared base with OPC coarse aggregate at 0.69 cum, fine aggregates at 0.46 cum**,Coarse and fine aggregate conforming to 18:383-2016, with Superplastizer at 3 lts conforming to IS 9103-2008. mixed in a concrete mixer of not less than 0.6 cum capacity and appropriate weigh batcher as per approved mix design, laid in approved fixed side form work (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing). & Spreading the concrete with shovels, rackers compacted using needle, screed and plate vibrator and finished with floaters in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, including groove cutting charges, joint filler, separation membrane of impermiable plastic sheet of 125 micron, sealant primer, joint sealant, admixtures as approved, curing compound, finishing to lines and grades, textured with texturing machine, and curing including cost of all materials, labour,hire charges of machineries,all lead & lift charges etc., complete as per specifications. do- with OPC at 360 kg/cum and coarse aggregate 0.69cum, fine aggregate 0.46cum. Page No.176. Item No.22.6.1	Cum	1028.04			
15	**Construction of granular sub-base Grading-V as Sub-base and drainage layer by providing** coarse graded crushed stone aggregates of granite/trap/basalt material, mixing by mix in place method byrotavator at OMC, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the 98 % proctor density, complete as per specifications. Clause 401 of MORTH V Revision. Page No.153. Item No.20.6	**cum**	1008.68			

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16	KSRRB M400-17. **Providing, laying, spreading and compacting crushed stone aggregates of granite / trap / basalt to wet mix macadam** specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications. MORTH Specification No. 406. Page No. 155. Item No.20.18	cum	749.03		
17	**KSRRB M500-6. Providing and applying primer coat with S.S. bitumen emulsion** on prepared surface of granular base such as WMM including cleaning of road surface and spraying primer at the rate of 0.60 kg / sqm using mechanical means complete as per specifications Clause 502 of MORTH V revision(P.No-158,I No-21.6)	sqm	4993.51		
18	KSRRB 500-2 **Cleaning the existing black topped surface with brooms, soft brushes and finally** dusting with old gunny bags and /or compressed air to receive bituminous treatment including cost of all materials, labour, HOM of machineries complete as per specifications. MORTH specification clause 501 Page No.158. Item No.21.2	Sqm	17870.00		
19	KSRRB M500-17, **Providing and laying Dense Graded Bituminous Macadam using crushed aggregates of specified grading,** premixed with VG30 grade bituminous binder and, transporting the hot mix to work site, laying to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH table 500-10 complete in all respects complete as per specifications. MORTH Specification No. 507. Using 100/120 TPH capacity HMP with sensor paver Gr-II (50 mm to 75mm) with 4.5% VG-30 Bitumen. Page No.160. Item No.21.17.2	Cum	397.06		
20	KSRRB 500-7. **Providing and applying tack coat using 80/100 grade bitumen (VG10) on the** prepared black topped surfaces at 0.25 kg per sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM of machineries complete as per specifications. MORTH Chapter 5 Page No.158. Item No.21.7	Sqm	22256.00		
21	**Providing and laying bituminous concrete 40mm thick with hot mix plant, using crushed aggregates of specified grading, premixed with** bituminous binder and filler, transporting the hot mix to work site, laying with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specifications. Clause 507 of MORTH V revision as per IRC SP- 53-2015.do- using 40-60 TPH capacity HMP with mechanical paver grading II (30-45mm) with 5.4% of modified bituminous binder consisting of 4.97% ofVG-30 bitumen (60/70 grade) and 0.43% of plastomeric thermoplastics (waste plastic) Page No. 171. Item No.21.78.12	Cum	890.24		

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29	Geophysical investigation of site for sinking borewell for supplying drinking water to the habitation either through the hand pump, MWS or P.W.S.S. by vertical electrical sounding by adopting venner or schlumbergers's method, including reconnaissance survey of geological formation, Geological investigation of existing ground water in vicinity, its quality, quantity & acceptability of the users indicating the location of site, recommended depth of casing pipe required to seal the top unconsolidated formation including an extra depth of 1.0 mtr in consolidated formation for proper seating of casing pipe, depth of drilling required to cover full depth of aquifer proposed to be tapped, probable yield and other information required including transportation of instrument and accessories to work site, engaging technical personal and labour required etc (P.NO-47, I.NO-9.4, PRED 12-13 SR)	Each	5.00			
32	**Sinking of borewell of 165 mm dia clear using super fast hydraulic rig of capacity 250 PSIG & above 900 CMF & above in all strata including over budern upto 20 m.** fixing of casing pipes, collars & cap with necessary cutting, threading & welding including transportation of rig and supporting vehicle, crew charges & cost of consumables etc., complete including yield testing at the final depth with minimum working of compressor for one hour(excluding cost of casing pipes, collars, cap etc.) (P.NO-47, I.NO-9.1, PRED 12-13 SR)		0.00			
33	0.00 to 50.00 Mtr.	Mtr	250.00			
34	50.00 to 100.00 Mtr.	Mtr	250.00			
35	100.00 to 150.00 Mtr.	Mtr	250.00			
36	150.00 to 200.00 Mtr.	Mtr	250.00			
37	200.00 to 250.00 Mtr.	Mtr	250.00			
38	250.00 to 300.00 Mtr.	Mtr	250.00			
39	300.00 to 350.00 Mtr.	Mtr	250.00			
40	**Supplying of ISI Mark 175 mm nominal bore medium black ERW casing pipe of 5mm thick black** electric resistance continous welded midle steel tube material confirming to IS 1387/1993 and manufactured from hot rolled steel skelp/stripes in random length of 4 to 7 mtr both ends threaded confirming to IS 554/1985 one end(including of all taxes) (P.NO-III, I.NO-84, PRED 12-13 SR)	Rmt	250.00			
42	Providing and fixing 250mm dia PVC pipe and as per specification and directions. (BWSSB SR 13-14, P.No.53 I.no.1 of sl.no.11)	Rmt	30.00			
44	175 mm dia M.S. Casing cap (P.NO-III, I.NO-85, PRED 12-13 SR)6	Each	5.00			
46	supply of 175mm M.S collars each (P.NO-III, I.NO-86, PRED 12-13 SR)	Each	35.00			

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63	Supplying & delivery of brand new best make non return valve of size 50mm as per IS: 778/84 with latest amendments with ISI mark (50mm Gate wheel Valve. (PWD SR-2018-19, P.NO.XXV, Sl no, 647)	No's	5.00		
65	Supplying and delivery of brand new best make Gate Valve of size 50mm as per.IS: 778/84 with latest amendments with ISI mark . 50mm Gate Valve for distributer pipeline. 50mm dia (PWD SR-2018-19, P.NO.XXVI, Sl.no, 661)	No's	10.00		
67	Providing and fixing of 50mm GI Shortbend to motor (PWD SR-2018-19, P.NO.XXXIX, G.I. Pipe Fittings - ISI Standards Table)	No's	9.00		
69	Providing and fixing of 50mm GI union to the motor (PWD SR-2018-19, P.NO.XXXIX, G.I. Pipe Fittings - ISI Standards Table)	No's	9.00		
71	suppling & fixing of 50mm GI Elbow PWD SR 18-19 XXXIX	No's	5.00		
73	Labour charges for erection of new /repaired submersible pumpset along with GI pipes (32/50mm) cable (new submersible pumpset if required will be supplied by the department free of cost and released pump set should be handed over to department) including transportation (each length = 6.00m) (P.No - 564, I.No - 3, BWSSB SR 13-14)	Per length	250.00		
75	Erection of combined panel board meter board with all necessary materials and labour including providing CC 1:3:6 foundation bed etc,. Complete for basement out door type. (MR)	No's	5.00		
77	Supplying and fixing miniature circuit breakers/isolators in existing MCB distribution boards using necessary fixing materials and wiring complete as required, 40 to 63 Amps DP (P.NO - 526, I.NO - 13D (a), BWSSB SR 13-14)	No's	5.00		
79	Supplying and laying of L.T.U G Cable having aluminiumconductor PVC insulated shethed galvanised steel wire/ steel tape armoured cable with PVC outer sheathing 1.1 KV class 4 core 16 sqmm cable (confirming to IS 1554) (P.NO - 553, I.NO - 10 (d), BWSSB SR 13-14)	Mtr	175.00		
81	Digging of trenches of 0.6mm x 0.50 Mtrs wide refilling the trench to the required ground level and consolidating etc,. Complete sutting road surfaces (P.NO - 554, I.NO - 12 (b), BWSSB SR 13-14)	Mtr	175.00		
83	Supplying and fixing Class-A GI Pipe on pole/ wall/drain crossing with necessary clamping arrangements for UG Cable of 1.1 KV class 40mm (P.NO - 555, I.NO - 15 (b), BWSSB SR 13-14)	Mtr	15.00		
85	Supplying and fixing wiring earth electrode for grounding conduits, IC cutouts and other equipments on the meter board using 40mm dia 2.90 mm thick GI pipe 2.5 mtr long buried in a pit,/ the pit should be filled with equal proportion of salt and charocal 150 mm alround the pipe to complete depth the connections from the pipe to the conduit etc,. is to be established though GI wire of size as per ISI specification 7.3.3 of ISI 732 using 12mm dia boalts, nuts washers and checknuts etc, the pipe shall have 16 through holes of 122mm dia (P.NO - 552, I.NO - 7 , BWSSB SR 13-14)	No's	5.00		

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Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Cla
(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute ..... *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38] Rupees ..... *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

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Tender document. & submitted
for kind Approval.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Executive Engineer
B.B.M.P. Division
Yelahanka

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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